

**2015 ALP NEGOTIATIONS
CITY PACKAGE PROPOSAL A***

TERM

Two Year Term (July 1, 2015 – June 30, 2017)

C9U
5/21/15

WAGES

3% general wage increase effective Fiscal Year 2015-2016

3% general wage increase effective Fiscal Year 2016-2017

PURPOSE/BACKGROUND

As proposed by ALP on May 13, 2015

RECOGNITION

As proposed by ALP on May 13, 2015

PROFESSIONAL DEVELOPMENT PROGRAM (PDP)

See Attached (City Counterproposal to Union Proposal)

DENTAL INSURANCE

As proposed by ALP on May 13, 2015

VISION CARE – FOUR-TIER RATES

See Attached (City Counterproposal to Union Proposal)

HEALTH / DENTAL IN-LIEU – FOUR-TIER RATES

See Attached (City Counterproposal to Union Proposal)

REOPENERS

- Retirement issues (See Attached)
- Changes to healthcare (See Attached)

** This proposal is submitted in an attempt to reach a settlement. In the event the proposal is not accepted, the City reserves the right to modify, amend and/or add proposals.*

CITY COUNTERPROPOSAL TO ALP – PROFESSIONAL DEVELOPMENT PROGRAM (PDP)

City Proposed Language:

ARTICLE 12 PROFESSIONAL DEVELOPMENT PROGRAM (PDP)

- 12.1** The City will reimburse each eligible Association employee for up to at least \$1,000 per fiscal year for certain professional development costs in accordance with City's "Professional Development Program – Association of Legal Professionals of San Jose ("ALP")", as set forth in Section 4.3.6 of the City Policy Manual on the Effective Date.
- 12.2** Temporary employees ***are not eligible*** for this benefit:

CITY PROPOSAL TO ALP – VISION CARE

City Proposed Language:

ARTICLE 23 VISION CARE

23.1 ~~Effective December 22, 2013, t~~The City will contribute towards vision care benefits for eligible full-time employees up to \$16.00 per month (\$8.00 for 24 bi-weekly pay periods) or the cost of the premium, whichever is less, for coverage under a vision plan sponsored by the City. The employee shall pay the difference between the City contribution and the total premium of the vision care plan selected by the employee.

23.2 ~~Effective January 1, 2016, all available plans will have a 4-tier structure (Employee, Employee plus Spouse/Domestic Partner, Employee plus Child(ren) and Family). The premiums will be adjusted effective the first pay period in payroll calendar year 2016, which starts December 20, 2015.~~

CITY PROPOSAL TO ALP – HEALTH AND DENTAL IN LIEU

City Proposed Language:

ARTICLE 19 HEALTH AND DENTAL IN LIEU

19.1 The purpose of the payment-in-lieu of health and/or dental insurance program is to allow employees who have alternative health and/or dental insurance coverage to drop the City's insurance and receive a payment in lieu. Effective January 1, 2016, payment-in-lieu of health and/or dental insurance will have a 4-tier structure (Employee, Employee plus Spouse/Domestic Partner, Employee plus Child(ren) and Family). The payment-in-lieu amounts will be adjusted effective the first pay period in payroll calendar year 2016, which starts December 20, 2015.

19.2 An employee may choose, during open enrollment or within thirty (30) days of a qualifying event, to drop health and/or dental coverage and receive a payment in-lieu equal to the amounts described in Section 19.3 below.

19.3 Employees who qualify for and participate in the payment in-lieu of health and/or dental insurance program will receive the following payments per pay period:

	Health in-lieu	Dental in-lieu
If eligible for family coverage*	\$221.84	\$19.95
If NOT eligible for family coverage	\$89.09	\$19.95

Health Insurance Tier	Health-in-Lieu	Dental –in-Lieu
Employee	\$73.94	\$6.65
Employee plus spouse/domestic partner	\$147.87	\$13.30
Employee plus Child(ren)	\$129.39	\$11.64
Family	\$221.84	\$19.95

** A City employee who receives healthcare and/or dental coverage as a dependent of another City employee or retiree shall be deemed not eligible for family coverage be eligible for the employee only coverage for the payment-in-lieu of health and/or dental program.*

19.4 If the alternative health coverage is lost prior to the annual open enrollment period, the employee must notify the City immediately. The City must receive the required enrollment form and written verification of lost coverage from the former provider (employer, group or insurer) **within 30 days of the loss of coverage. Also within this 30-day period the employee must pay all unpaid premiums**

and refund any excess in-lieu payments which were received to be restored to a City health insurance plan of his or her choice on the date when alternate coverage terminated. Proof of eligibility will be required for any dependent that was not previously covered by a City health or dental insurance plan. Re-enrollment in the plan shall be in accordance with the carriers' enrollment procedures.

- 19.5** If the alternative dental coverage is lost prior to the annual open enrollment period, the employee must notify the City immediately. The City must receive the required enrollment form and written verification of lost coverage from the former provider (employer, group or insurer) **within 30 days of the loss of coverage. Also within this 30-day period the employee must pay all unpaid premiums and refund any excess in-lieu payments which were received** to be restored to a City dental insurance plan of his or her choice on the date when alternate coverage terminated. Proof of eligibility will be required for any dependent that was not previously covered by a City health or dental insurance plan. Re-enrollment in the dental insurance plan shall not be retroactive.

SIDE LETTER AGREEMENT
BETWEEN
THE CITY OF SAN JOSE
AND
THE ASSOCIATION OF LEGAL PROFESSIONALS

Retirement (Pension and Retiree Healthcare) Reopener

The City of San Jose (City) and the Association of Legal Professionals (ALP), agree to continue settlement discussions over retirement issues (pension and retiree healthcare), including additional retirement contributions.

In the event that the discussions regarding retirement issues (pension, retiree healthcare and additional retirement contributions) related to Measure B Settlement Negotiations are discontinued during the term of the successor Memorandum of Agreement (MOA) between the City and ALP, either party may provide notice to the other of its request to commence negotiations (meet and confer) over retirement issues (pension, retiree healthcare and additional retirement contributions). The parties shall commence the discussions within ten (10) calendar days after the City or ALP receive notice from the other.

To the extent that any change to retirement benefits (pension, retiree healthcare, and/or additional retirement contributions) is a mandatory subject of bargaining, the parties shall meet and confer in good faith in an effort to reach a mutual agreement. If the parties reach impasse and no agreement is reached on those issues that are a mandatory subject of bargaining, either party may invoke the impasse procedures in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367 and/or the Meyers Milius Brown Act. The parties understand that this means that, notwithstanding any other provision in the successor MOA, the City will have the right to unilaterally implement in the event that no agreement is reached at the conclusion of negotiations and mandatory impasse procedures.

This Agreement is considered part of the tentative agreement for a successor MOA between the parties, and shall become effective only as part of the overall tentative agreement for a successor MOA, and when signed by all parties below and approved by the City Council. This agreement is effective only during the term of a successor MOA.

FOR THE CITY:

FOR THE UNION:

Jennifer Schembri Date
Interim Director of Employee Relations

Date

SIDE LETTER AGREEMENT
BETWEEN
THE CITY OF SAN JOSE
AND
THE ASSOCIATION OF LEGAL PROFESSIONALS

City Medical Benefits Reopener

To the extent that they are a mandatory subject of bargaining and arise during the term of the successor Memorandum of Agreement (MOA) between the City of San Jose (City) and the Association of Legal Professionals (ALP), the parties agree to meet and confer over changes to City medical benefits, including but not limited to issues related to the Affordable Care Act.

Either the City or ALP may provide notice to the other of its request to discuss changes to City medical benefits. The parties shall commence the discussions within ten (10) calendar days after the City or ALP receive notice from the other.

To the extent that any change to City medical benefits is a mandatory subject of bargaining, the parties shall meet and confer in good faith in an effort to reach a mutual agreement. If the parties reach impasse and no agreement is reached on those issues that are a mandatory subject of bargaining, either party may invoke the impasse procedures in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367 and/or the Meyers Milias Brown Act. The parties understand that this means that, notwithstanding any other provision in the successor MOA, the City will have the right to unilaterally implement in the event that no agreement is reached at the conclusion of negotiations and mandatory impasse procedures.

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FOR THE CITY:

FOR THE UNION:

Jennifer Schembri Date
Interim Director of Employee Relations

Date